

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Vantage Point PCD Major Amendment**DEPARTMENT:** Planning and Development **DIVISION:** Planning**AUTHORIZED BY:** Dori DeBord**CONTACT:** Austin Watkins**EXT:** 7440**MOTION/RECOMMENDATION:**

1. Approve the Vantage Point PCD Major Amendment, rezoning ordinance from PCD (Planned Commercial Development) to PCD (Planned Commercial Development) , Revised and Restated Development Order, Final Site Plan and Revised and Restated Developer's Commitment Agreement for the Vantage Point PCD and authorize the Chairman to execute the aforementioned documents, consisting of 9.38 + acres, located on the southwest corner of the intersection of Monroe Road and Maronda Way, based on staff findings (Jerry Cutrona, applicant); or
2. Deny the PCD (Planned Commercial Development) Major Amendment and rezone from PCD to PCD, consisting of 9.38 + acres, located on the southwest corner of the intersection of Monroe Road and Maronda Way (Jerry Cutrona, applicant); or
3. Continue the item to a time and date certain.

District 5 Brenda Carey

Austin Watkins

BACKGROUND:

The Vantage Point PCD Developer's Commitment Agreement and Final Site Plan were approved by the Board of County Commissioners on August 22, 2006. The approval was for 100,000 square feet of office and warehouse space. The original approval limited the development to 31,600 square feet of office and 68,400 square feet of warehouse uses. The Vantage Point PCD allows for uses within the C-3 (General Commercial and Wholesale) zoning district with the following exceptions: automobile sales, car wash, hotels and motels, mobile homes and recreational vehicle sales, paint and body shops, theaters and service stations shall not be permitted.

At this time, the applicant is requesting to increase the maximum square footage from 100,000 square feet to 106,229 square feet and increase the allocation of office from a maximum of 30% to 50%. The following table depicts the differences between the original approval and the current proposal (strikethroughs are the original approval, underlines are the current proposal)

<i>Building</i>	<i>Office</i>	<i>Warehouse</i>
#1 and #2	17,200 s.f. <u>24,000</u> s.f.	34,800 s.f. <u>24,000</u> s.f.
#3 and #4	11,400 s.f. <u>24,880</u> s.f.	33,600 s.f. <u>33,349</u> s.f.
Totals	31,600 s.f. <u>48,880</u> s.f.	68,400 s.f. <u>57,349</u> s.f.

The Development Order and Developer's Commitment Agreement stipulate that an increase in the allocation of office uses would require an amendment to the PCD to ensure sufficient parking. The applicant is proposing an additional 17,280 square feet of office uses and a decrease of 11,051 square feet of warehouse uses. The Seminole County Land Development Code (SCLDC) requires a minimum of 283 parking spaces for the development. The applicant proposes to construct 286 parking spaces, satisfying the SCLDC parking requirements.

Additionally, the applicant is requesting shoe-box cut-off style outdoor lighting 25 feet in height. The Development Order limits the outdoor lighting to 16 feet in height. SCLDC Section 30.1234, Outdoor Lighting Requirements, allow properties zoned for industrial uses that are located greater than 200' from a residentially zoned property the ability to have light poles 25 feet in height, provided that they are cut-off fixtures. The subject property is located approximately 400 feet from the closest residentially zoned property.

The applicant is also requesting to modify the timing of required improvements for Monroe Road. Currently, the Developer's Commitment Agreement requires the applicant to install a left turn lane if Seminole County has not commenced construction on Monroe Road. The applicant is proposing to modify the current timing of required improvements from prior to the Certificate of Occupancy being issued to no later than 18 months after the Certificate of Occupancy has been issued. The applicant proposes to provide a letter of credit ensuring the completion of the required improvements. Seminole County is scheduled to start construction on the Monroe Road improvement in January 2008. The Seminole County Public Works Department has no objection to the applicant's request.

Also, the applicant desires to remove a condition of approval which requires cross-access to the northern property (Monroe Commerce Center), if feasible. Cross-access was not required during the time of Final Site Plan approval, due to lack of an existing cross-access easement for the northern property and traffic circulation concerns.

All other conditions of approval will remain the same.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission met on October 3, 2007 and voted unanimously (6-0) to recommend APPROVAL of the requested PCD (Planned Commercial Development) Major Amendment and rezone from PCD to PCD for 9.38 ± acres, located on the southwest corner of the intersection of Monroe Road and Maronda Way.

STAFF RECOMMENDATION:

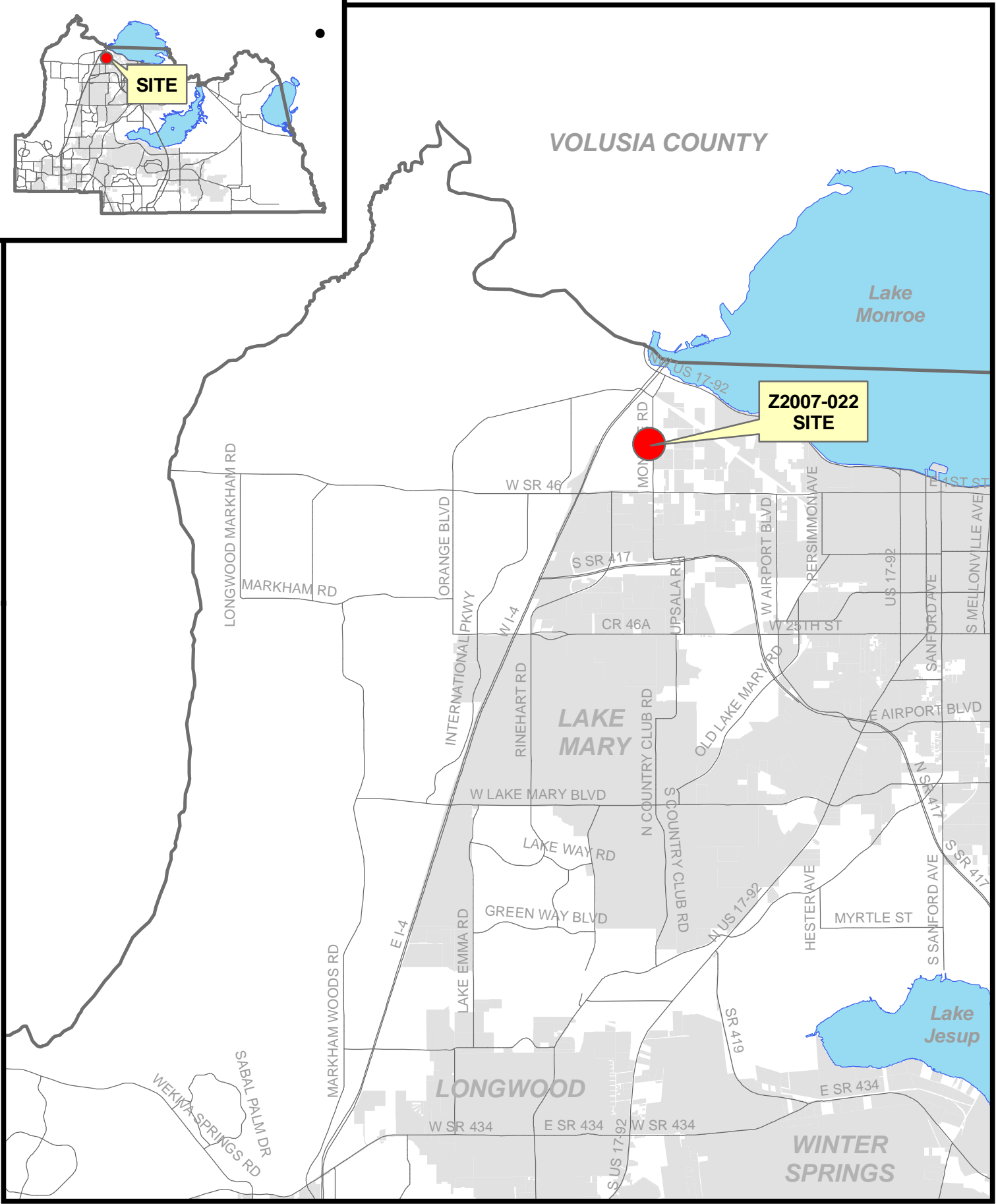
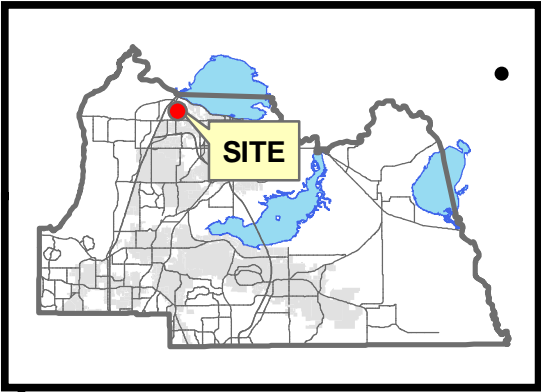
Staff recommends the Board APPROVE the Vantage Point PCD Major Amendment, rezoning ordinance from PCD to PCD, Revised and Restated Development Order, Final Site Plan and Revised and Restated Developer's Commitment Agreement for the Vantage Point PCD, consisting of 9.38 ± acres, located on the southwest corner of the intersection of Monroe Road and Maronda Way.

ATTACHMENTS:

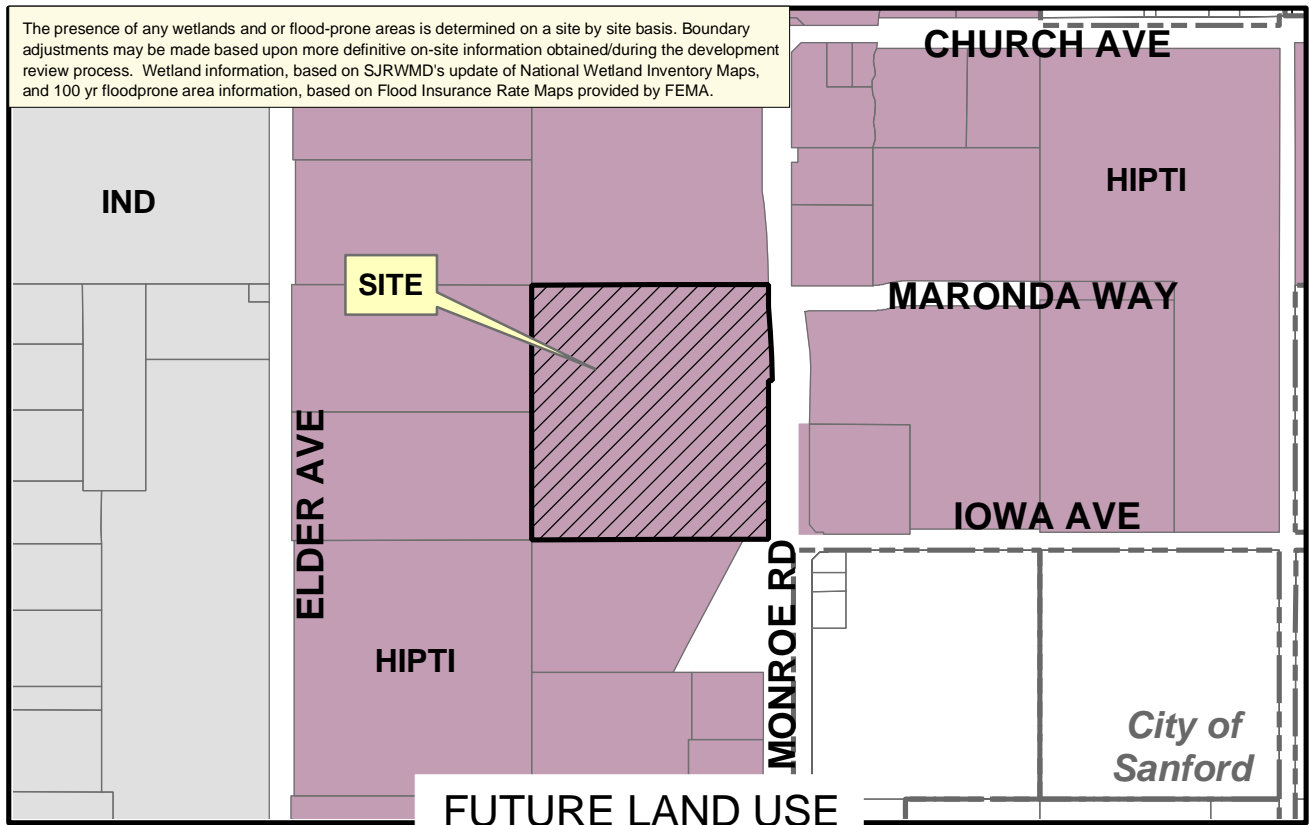
1. Location Map
2. Zoning and Future Land Use Map
3. Aerial Map
4. Final Site Plan
5. Revised and Restated Development Order
6. Revised and Restated Developer's Commitment Agreement
7. Rezone Ordinance
8. Denial Development Order
9. Development Order
10. Developer's Commitment Agreement
11. LPA P and Z Meeting Minutes

Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)



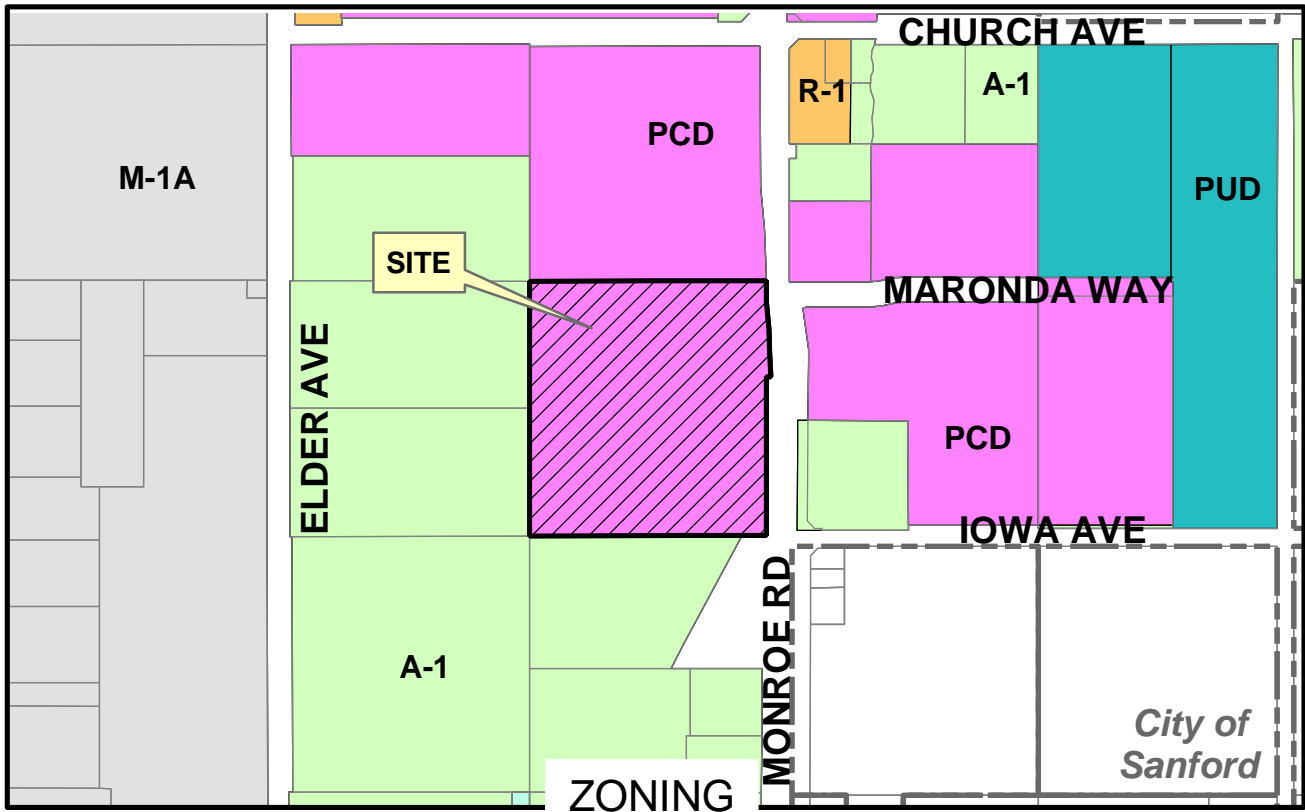
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



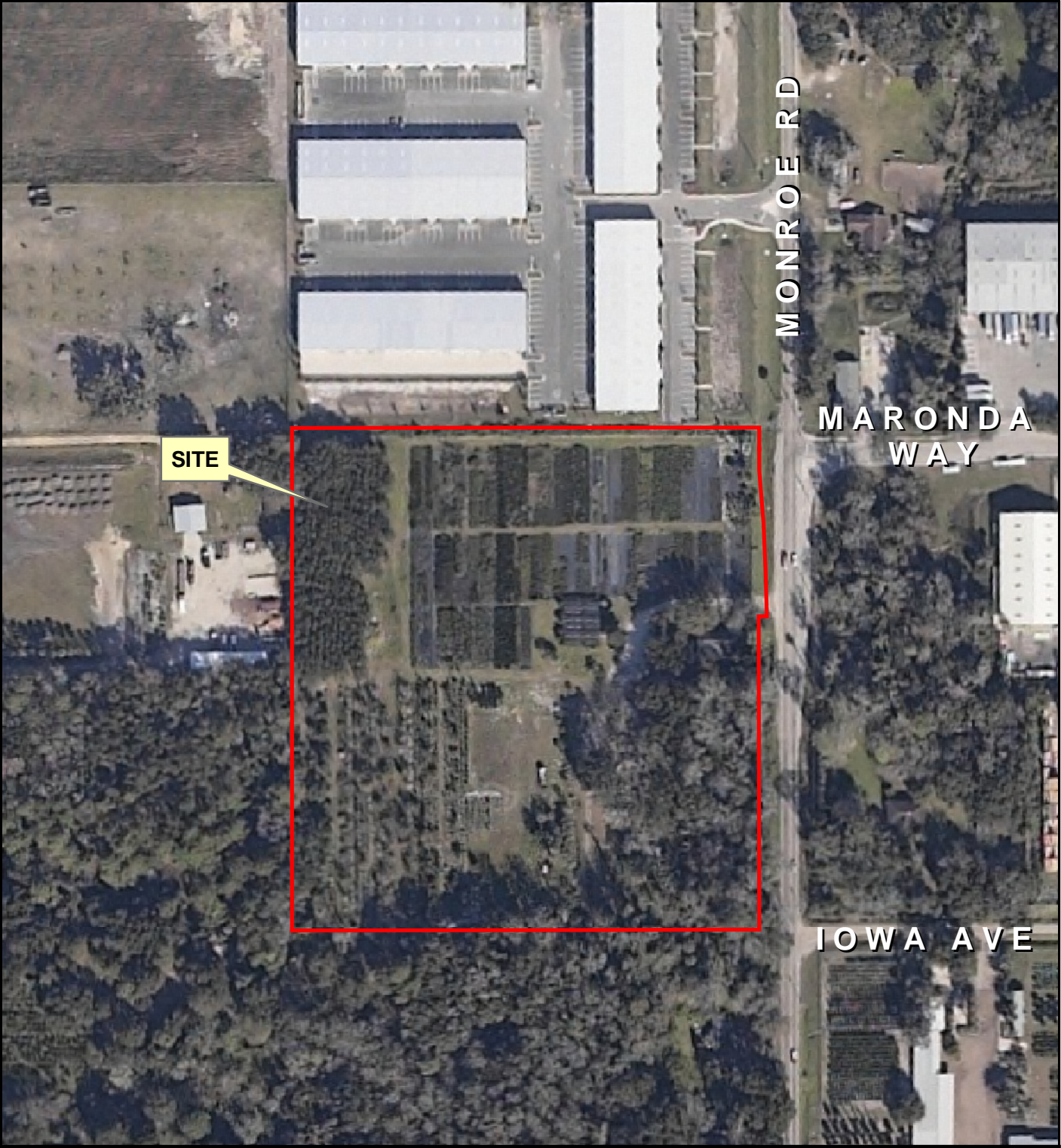
Site
 Municipality
 HIPTI
 IND
 CONS

Applicant: Jerry Cutrona
 Physical STR: 16-19-30-5AC-0000-00A1 & 00A2
 Gross Acres: 9.52 +/- BCC District: 5
 Existing Use: Agricultural and S-F Home
 Special Notes: PCD Major Amendment

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	2005-051	PCD	PCD



A-1
 R-1
 M-1A
 PUD
 PCD
 FP-1
 W-1

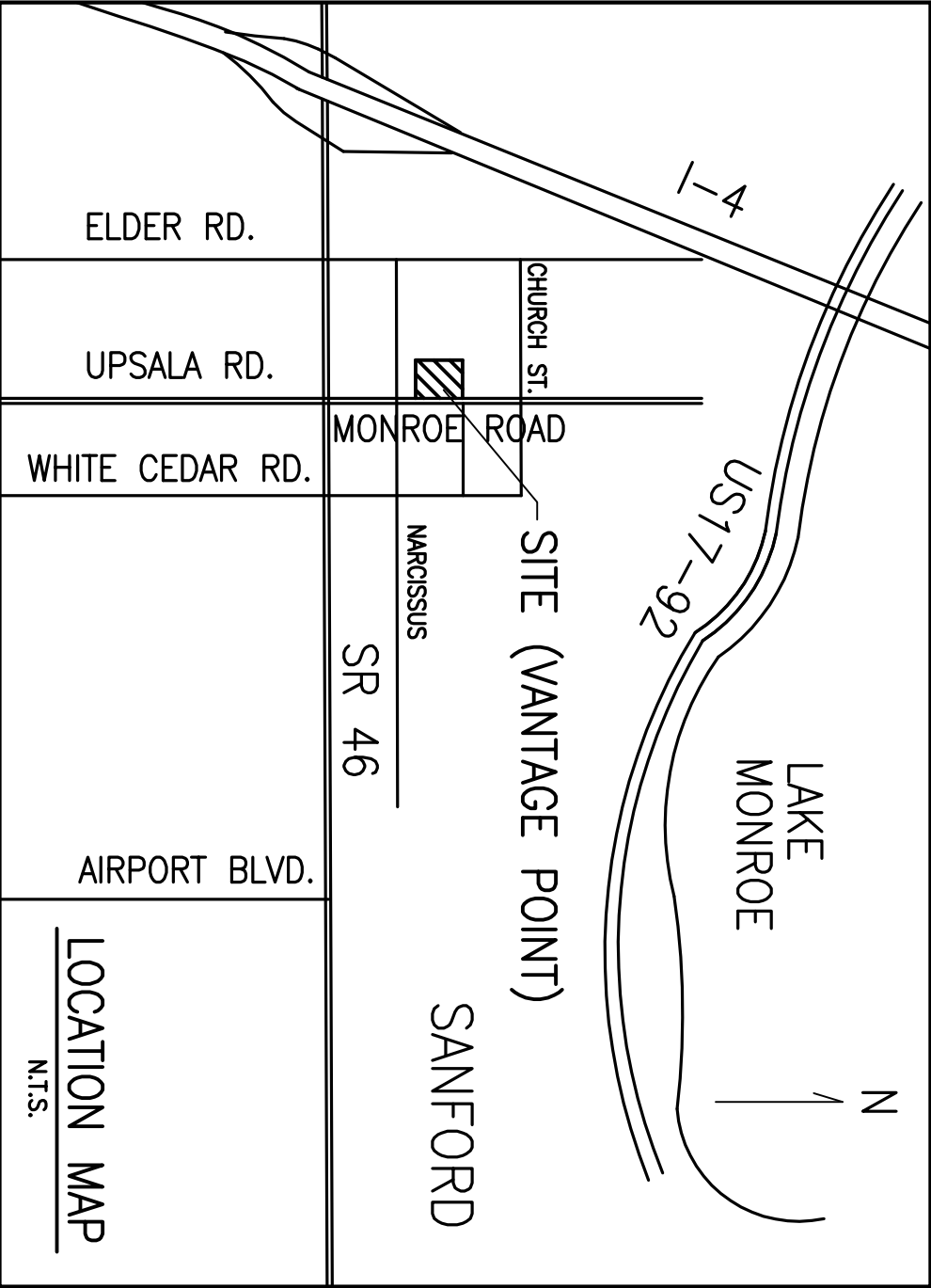


Rezone No: Z2007-022
From: PCD To: PCD

- ☐ Parcel
- ☒ Subject Property



Winter 2006 Color Aerials



SEC. 31 TWP. 19 RGE. 30
TAX I.D. NO. 16-19-30-5AC-0000-00A1
TAX I.D. NO. 16-19-30-5AC-0000-00A2
SEMINOLE CO. FLORIDA

FWD 5/8" IRON
PULS 3/64", 0.29% S
FENCE CORNER IS
0.08% S & 6.41% W

PERMITTED SITE USES:
ALL PRINTED USES AS INDICATED IN THE SEMINOLE COUNTY ZONING REGULATION C-3 DISTRICT AND ANY LIGHT ASSEMBLY USES.

EXCLUDED SITE USES:
AUTOMOTIVE SALES
CAR WASH
HOTELS AND MOTELS
MOBILE HOME AND RECREATIONAL VEHICLE SALES
PAINT AND BODY SHOPS
THEATERS
SERVICE STATIONS
CHANGES IN USES THAT AFFECT THE MIN. PARKING REQUIREMENTS
MAY REQUIRE ADDITIONAL PARKING OR AN AMENDMENT TO THIS P.O.D.

LEGAL DESCRIPTION

SECTION 21, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA
LOT 5, PART OF THE 1/4 SECTION 21, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR MONROE ROAD TOGETHER WITH THE NORTH 1/2 OF SAID STREET ON SOUTH, PER OFFICIAL RECORDS BOOK 1304, PAGE 686.

NOTE: MAXIMUM OFFICE AREA FOR BUILDINGS 1, 2 AND 3 SHALL NOT EXCEED 50% OF THE TOTAL BUILDING AREA.

N 89°45'30"W
FWD 5/8" IRON
1/8 20' 0" 0.74%
& 1.18%

A-1
ZONED

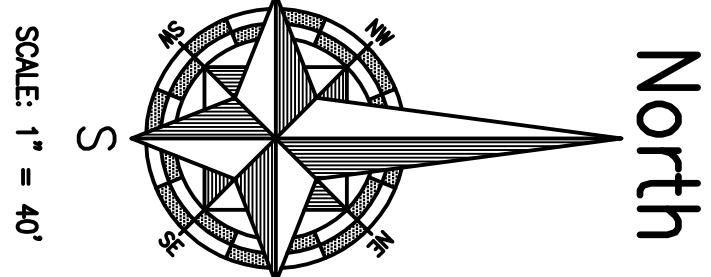
A-1
ZONED

SHEET: 4 OF 23

(MONROE COMMERCE CENTER)

PCD

MARONDA WAY



- PROJECT DATA:**
1. SITE AREA: 408,612 S.F. (9.38 AC.) (100%)
 2. AREA TO BE DEDICATED TO SEMINOLE CO. FOR RIGHT OF WAY = 12,376 SF
 3. NET SITE AREA: 396,236 S.F. (9.096 AC.) (100%)
 4. BLDG. FOOTPRINT AREA: 100,000 S.F. (2.30 AC.) (25%)
 5. BLDG. FLOOR AREA: 106,228 S.F.
 6. TOTAL IMPERVIOUS AREA: 275,488 S.F. (6.324 AC.) (68%)
 7. NET RETENTION POND AREA: 19,850 S.F. (0.455 AC.) (5%)
 8. WETLAND AREA: 31,464 S.F. (0.723 AC.) (8%)
 9. GREEN AREA: 106,112 S.F. (2.436 AC.) (26.8%)
 10. REQ. PARKING: (SEE INDIVIDUAL BUILDING PADS)
- PARKING SUMMARY:**
TOTAL REQUIRED PARKING = 283 SPACES
TOTAL PROVIDED PARKING = 288 SPACES

PROJECT SUMMARY:

1. REQUEST TO RE-ZONE APPROX. 9.38 AC. FROM A-1 TO PCD FOR WAREHOUSE AND OFFICE USE.
 2. APPLICANT: JERRY CUTROIA, MANAGER
VANTAGE POINT PROPERTIES, LLC
13000 W. MONROE RD., SUITE 200
ORANGE CITY, FLORIDA 32763
PHONE: 386-775-6320
E-MAIL: jpcutroia@vantagepoint.com
 3. PROJECT NAME: VANTAGE POINT COMMERCE CENTER
 4. PROJECT ADDRESS: 570 MONROE ROAD
 5. CURRENT USE: LANDSCAPE NURSERY
 6. MAINTENANCE & MANAGEMENT OF COMMON AREAS TO BE BY MONROE INVESTMENTS, LLC
 7. FIRE PROTECTION BY ON-SITE FIRE HYDRANTS WITH SPRINKLERS.
 8. LANDSCAPING TO MEET OR EXCEED SEMINOLE COUNTY LDC REQUIREMENTS SEC. 30.120(9)(B)(2)
 9. EXISTING WETLANDS (0.2049 AC.) TO REMAIN UNDISTURBED
 10. ALL MECHANICAL EQUIPMENT TO BE SITED FROM MONROE ROAD.
 11. BUILDING HEIGHTS NOT TO EXCEED 35'
 12. ON SITE LIGHT POLES HEIGHT NOT TO EXCEED 25'
 13. JOINT ACCESS EASEMENT TO NORTH ADJACENT PROPERTY NOT REQUIRED
- INTENDED USE OF DEVELOPMENT:**
BUILDINGS 1, 2 AND 3 TO BE A LIGHT INDUSTRIAL, OFFICE WAREHOUSE (FLEX SPACE) WITH MULTIPLE TENANTS.
BUILDING 4 TO BE NEW EXCLUSIVES FOR GENERAL WORKS, LLC A ROOFING AND SHEET METAL COMPANY.

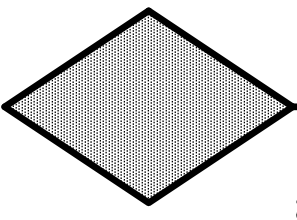
PROPOSED BUILDING SETBACKS:

FRONT: 25 FEET
REAR: 10 FEET
SIDE: 10 FEET

MASTER PLAN

VANTAGE POINT

SEMINOLE COUNTY, FLORIDA



AMERICAN CIVIL ENGINEERING CO.

207 N. MOSS RD., SUITE 211; WINTER SPRINGS, FLA 32708
PH. (407) 327-7700; FAX (407) 327-0227

C.A.No. 8729

DATE	REVISIONS	REVISED	CHECKED	PROJECT NO.
7/31/07	REVISED PER PCD COMMENTS			05240
5/31/07	ADD GROUND SIGN LOCATION			
5/17/07	ADD REVISION PER PCD CHANGE			
4/10/07	ADD REVISIONS BUBBLES			
10/17/06	ADDED PARKING SOUTH OF BUILDING 4			
5/4/06	ADDED NOTE #11 IN PROJECT SUMMARY			
5/4/06	ADDED EXCLUSION NOTATION			
2/7/06	ORIG. PLAN			

NOTE: ALL INFORMATION CONTAINED HEREIN IS PROPERTY OF AMERICAN CIVIL ENGINEERING CO., ALL RIGHTS RESERVED. COPY RIGHT 2005.

ENGINEER: JOHN HERBERT, P.E.
CHECKED BY: TOM SKELTON, P.E.
TECHNICIAN: DARYL BAKER

Property Address: 16 19 30 5AC 0000 00A1
Seminole County Land Development Code and any amendments thereto shall apply to this project.
This document is prepared for the project described above and is not to be used for any other project without the written consent of the engineer.
The engineer assumes no responsibility for the design or construction of the project after the date of completion of the project.
Seminole County Development Review Department

**REVISED AND RESTATED
VANTAGE POINT PCD DEVELOPMENT ORDER**

The Vantage Point Development Order dated December 20, 2005 is hereby revised on November 13, 2007 to read as follows:

Legal description attached as Exhibit "A".

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: Vantage Point Properties, LLC

Project Name: Vantage Point PCD Major Amendment

Requested Development Approval: Major Amendment to the Vantage Point PCD
(Planned Commercial Development) zoning
classification

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: Austin Watkins, Senior Planner
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED**.

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows (underlines are additions, strikethroughs are deletions):

- a. Allowable uses shall be those described in the C-3 Zoning District, excluding the following:

Automobile sales
Car wash
Hotels and motels
Mobile homes and recreational vehicle sales
Paint and body shops
Theaters
Service stations

Changes in uses that affect the minimum parking requirements may require additional parking or require an amendment to this PCD.

- b. The developer shall comply with all active/passive buffer requirements as outlined in Section 30.1232 of the Land Development Code.
- c. Use of the outdoor storage area shall only be allowed for the tenant of Building "2". Outdoor storage for Building "2" shall not allow storage of materials within parking spaces or driveway aisles. A 6-foot chain link fence shall surround this area. This area shall be screened, landscaped, and irrigated so as not to be seen from Monroe Road or adjacent properties. The stacking of stored material in this area shall not exceed 6 feet in height.
- d. Total floor area shall be ~~400,000~~ 106,229 square feet and shall be limited as follows:

<i>Building</i>	<i>Office</i>	<i>Warehouse</i>
#1 and #2	17,200 s.f. <u>24,000 s.f.</u>	34,800 s.f. <u>24,000 s.f.</u>
#3 and #4	14,400 s.f. <u>24,880 s.f.</u>	33,600 s.f. <u>33,349 s.f.</u>
Totals	31,600 s.f. <u>48,880 s.f.</u>	68,400 s.f. <u>57,349 s.f.</u>

Any increase in office area shall require an amendment ~~minor~~ amendment to the PCD to ensure adequate parking on the site.

- e. Required building and accessory setbacks shall be 25 feet from Monroe Road and 10 feet from all other property lines.
- f. Maximum building height shall be 35 feet.
- g. The developer shall amenitize retention areas to be counted toward open space requirements per Section 30.1344 of the Land Development Code, with no fencing of the pond permitted. Amenities shall be consistent with light industry facilities such as picnic tables and additional landscaping around the retention area.
- h. Outdoor lighting shall consist of cutoff-shoebox style fixtures and shall be limited to 46 25 feet in height, and no more than 0.5 foot-candles in intensity at the property lines.
- j. The developer shall dedicate additional right-of-way along the property frontage on Monroe Road. Right-of-way required for the dedication will vary from approximately 20-feet on the south end of the parcel to 33-feet on the north end and will be verified at Final Site Plan approval.
- k. ~~Per Chapter 30.1233 (d) of the Land Development Code, the developer shall establish, if feasible, a cross-access easement with the parcel immediately north of the subject property to provide for internal connection between the two parcels and minimize the need for additional curb cuts along Monroe Road.~~
- k. All development shall comply with the Final Site Plan attached as Exhibit "B".

(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

(6) This Development Order shall control in the event of any conflict between the terms and conditions of the development order and the terms, conditions, or notes of any site plan or master site plan.

Done and Ordered on the date first written above.

By: _____
Carlton D. Henley
Chairman
Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Vantage Point Properties, L.L.C., on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

Print Name

By: _____

By: Jerry Cutrona
Vantage Point Properties, L.L.C.

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jerry Cutrona, who is personally known to me or who has produced _____ as identification and who did execute the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2007.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION

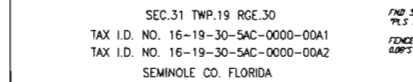
SECTION 21, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY,
FLORIDA

LOT A, ST. JOSEPHS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN
PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA. LESS RIGHT-OF-WAY FOR MONROE ROAD. TOGETHER WITH THE
NORTH ½ OF VACATED STREET ON SOUTH, PER OFFICIAL RECORDS BOOK
1304, PAGE 686.

FILE # Z2007-22

PROJECT # 07-21700002

EXHIBIT "B"
FINAL SITE PLAN



FIND 5/8" IRON ---
P.L.S 3264', 0.29'S
FENCE CORNER IS
0.08'S & 0.47'W

EXCLUDED SITE USES:

ALPHABETIC SALES
CAR WASH
HOTELS AND MOTELS
MOBILE HOME AND RECREATIONAL VEHICLE SALES
PAINT AND BODY SHOPS
THEATERS
SERVICE STATIONS
CHANGES IN USES THAT AFFECT THE MIN. PARADISE REQUIREMENTS
WILL REQUIRE ADDITIONAL PAVING OR AN AMENDMENT TO THIS PCD

LEGAL DESCRIPTION

SECTION 27, TOWNSHIP 18 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA

REAL PROPERTY DESCRIPTION

LOT 4, ST. JOHNS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. LOTS 4 AND 5, NEW FOR HIGHWAY ROAD JOSEPHINE

N 89°45'30"W
FIND 5/8" IRON
TUB 210', 0.74" N
6.118E



R/W LINE FOR SCHOOLS
COUNTY RIGHT-OF-WAY
DEPARTMENT RECORDS
(SOUTHLINE R.O.W. TO BE
DEDICATED TO SCH. CO.)
12,376 SF

W

SCALE:

PROJECT DATA:

1. SITE AREA: 406,817 S.F. (9.36 AC.) (WOOD)
2. SITE IS TO BE DESIGNATED TO DEVELOP CO. FOR ABOUT OF WET = 12.72A
3. NET SITE AREA: 386,238 S.F. (8.86 AC.) (TODAY)
4. TOTAL CUSHIONED AREA: 225,000 S.F. (5.15 AC.) (TODAY)
5. NESTED TIGER AREA: 104,000 S.F.
6. PARKING AREA: 170,296 S.F. (3.90 AC.) (20,000)
7. TOTAL IMPERVIOUS AREA: 275,000 S.F. (6.32 AC.) (BIRD)
8. NET RETENTION POND AREA: 118,000 S.F. (2.69 AC.) (BIRD)
9. VOLUME AREA: 31,494 S.F. (0.723 AC.) (BIRD)
10. GREEN AREA: 101,175 S.F. (2.31 AC.) (CHARD)
11. NET PARKING: (SEE MECHANICAL PARKING PLAN)

DESIGNING SCENARIO:

TOTAL REQUIRED PARKING = 283 SPACES
TOTAL REQUIRED PARKING = 288 SPACES

PROJECT SUMMARY:

1. REQUEST FOR RETIME APPROP. \$3.5 AC. FROM A-1 TO B-1 TO ENHANCE AND OFFICE USE.

2. APPLICANT: JERRY CHOWDARY, INC.
1700 WINTER ST. PROPERTIES, LLC
1700 WINTERGARDEN AVE.
SUITE 100, WINTERGARDEN, FL 32783
TEL: 888-775-8330
FAX: 888-775-1585
E-MAIL: jerrychowdary@gmail.com

3. PROJECT NAME: WINTERGARDEN POINT COMMUNITY CENTER

4. PROJECT ADDRESS: 2700 WINTERGARDEN AVE.

5. CURRENT USE: LANDSCAPE MAINTENANCE

6. PROPOSED USE: LANDSCAPE MAINTENANCE AND GROUND AIDS TO BE USED BY JERRY CHOWDARY INVESTMENTS, LLC

7. FIRE PROTECTION BY ON-SITE FIRE HYDRANTS WITH SPRINKLERS

8. LANDSCAPING TO BE ON EXISTED HEDGEROW COUNTY LAND REQUIREMENTS AND ALL UTILITIES TO REMAIN UNCHANGED

9. EXISTING TREMANS (25'000 AC) TO REMAIN UNCHANGED

10. ALL MECHANICAL EQUIPMENT TO BE SITED FROM WINTERGARDEN AVE.

11. BUILDING PERMITS NOT TO EXCEED 30'

12. ON SITE PAVING SHALL BE LIMITED TO 10'000 SQ. YD.

13. JOINT ASSESSMENT AGREEMENT TO MONTHLY ASSESSMENT REQUIRED

INTENDED USE OF DEVELOPMENT:

BUILDINGS 1, 2 AND 3 TO BE A LIGHT INDUSTRIAL OFFICE WAREHOUSE (FLEX SPACE) WITH MULTIPLE TENANTS.

BUILDING 4 TO BE NEW FACILITY FOR GENERAL WORKS, LLC A ROOFING AND SHEET METAL COMPANY.

PROPOSED BUILDING SETBACKS:

FRONT:	25 FEET
REAR:	10 FEET
SIDE:	10 FEET

[illegible]

**REVISED AND RESTATED
VANTAGE POINT PCD FINAL SITE PLAN
DEVELOPER'S COMMITMENTS, CLASSIFICATIONS AND DISTRICT
DESCRIPTION**

The Vantage Point PCD Final Site Plan Developer's Commitments, Classifications and District Description as approved on August 22, 2006 is hereby amended on November 13, 2007 as follows: (underlines are additions, strikethroughs are deletions)

1. Legal Description

See attached Exhibit A (the Property).

(The aforementioned legal description has been provided to Seminole County by the Owner of the Property.)

The Revised Final PCD Site Plan, a reduced copy of which is attached hereto as Exhibit "B" (the Revised Final Site Plan) has been approved by the Board of County Commissioners of Seminole County concurrently with the approval of this Developer's Commitment Agreement.

2. PROPERTY OWNERS

The Property owner is: Vantage Point Properties, LLC

3. STATEMENT OF BASIC FACTS

Total Acreage: 9.38 ± acres

Zoning: P.C.D.

Number of Lots: N/A

4. LAND USE BREAKDOWN

<u>TRACT</u>	<u>LAND USE</u>	<u>AREA (ACRES)</u>	<u>PERCENT</u>
A	ROAD RIGHT-OF-WAY	0.284 AC	3.02%
B	OPEN SPACE/ LANDSCAPE BUFFER	2.193 AC <u>2.398 AC</u>	23.38% <u>25.56%</u>
C	RETENTION/OPEN SPACE	0.661 AC <u>0.456 AC</u>	7.05% <u>4.86%</u>
D	BUILDINGS (4)	2.296 AC <u>2.30 AC</u>	24.48% <u>24.52%</u>
E	PAVEMENT	3.946 AC <u>3.909 AC</u>	42.07% <u>41.67%</u>
	TOTAL AREA	9.38 AC	100.00%

5. OPEN SPACE CALCULATIONS

Open Space shall be provided as required per the Seminole County Land Development Code, at a minimum of 25% in the form of upland and wetland conservation areas, and common recreational areas throughout the entire site. Open space (as listed below) is achieved through active recreation, passive recreation, and other green space.

Total Land Area: acres= 9.096 AC
Open Space Required: acres= 25% = 2.274 AC
Open Space Provided: acres= ~~31.38% = 2.854 AC~~ 27% = 2.398 AC

6. BUILDING SETBACKS

Minimum Building Setbacks (from the exterior boundaries of the development):

West	25'
South	10'
North	10'
East: (adjacent to Monroe Road)	25'

7. PERMITTED USES

The uses permitted on the property are those described in the C-3 Zoning District, excluding automobile sales, car wash, hotels and motels, mobile homes and recreational vehicle sales, paint and body shops, theaters and service stations.

8. LANDSCAPE & BUFFER CRITERIA (along property boundaries)

- West: 5'
- East: 15'
- South: 5'
- North: 5'

9. Total floor area shall be ~~400,000~~ 106,229 square feet and shall be limited as follows:

<i>Building</i>	<i>Office</i>	<i>Warehouse</i>
#1 and #2	17,200 s.f. <u>24,000 s.f.</u>	34,800 s.f. <u>24,000 s.f.</u>
#3 and #4	14,400 s.f. <u>24,880 s.f.</u>	33,600 s.f. <u>33,349 s.f.</u>
Totals	31,600 s.f. 48,880 s.f.	68,400 s.f. 57,349 s.f.

Any increase in office area shall require an minor amendment to the PCD to ensure adequate parking on the site.

10. **DEVELOPMENT COMMITMENTS**

The following conditions shall apply to the development of the Property:

- a. All construction to be done according to County approved site plans.
- b. A left turn lane on Monroe Road is required to be constructed by Vantage Point Properties, LLC; unless Monroe Road improvements have commenced by Seminole County within 18 months after issuance of the Certificate of Occupancy, then no improvements to Monroe Road will be required by Vantage Point Properties, LLC. Vantage Point Properties, LLC shall provide a letter of credit to Seminole County for the improvements pursuant to the Seminole County Land Development Code Section 35.44.

11. **PUBLIC FACILITIES**

The Owners have received the Notice of Concurrency Review Test Results, Application Number **05-20500009**, dated **September 30, 2005**, evidencing that all Concurrency Review Requirements as provided by Chapter 10, Seminole County Land Development Code, have been satisfied. Among the conditions relating to concurrency public facilities are the following:

WATER:

Water service shall be provided by Seminole County. Design of lines and fire hydrants shall conform to all Seminole County and Florida Department of Environmental Protection Standards.

SANITARY SEWER:

Central sanitary sewer shall be provided by Seminole County. Design of lines and pump stations shall conform to all Seminole County and Department of Environmental Protection Standards.

STORM DRAINAGE:

Storm water drainage treatment and storage for pre-post conditions are to be provided on-site according to Seminole County and the St. Johns River Water Management District ERP regulations.

FIRE PROTECTION:

Fire protection shall be provided by Seminole County. Fire hydrant shall be located according to Seminole County regulations.

12. **STANDARD COMMITMENTS**

- a. Unless specifically addressed otherwise herein, all development shall fully comply with all of the codes and ordinances, including the impact fee ordinance, in effect in Seminole County at the time of permit issuance.
- b. The conditions upon which the Developer's Commitment Agreement and related commitments are made are accepted by and agreed to by the Owner of the Property.
- c. This Agreement touches and concerns the Property, and the conditions, commitments and provisions of the Agreement shall perpetually burden, run with, and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The Owner of the property has expressly covenanted and agreed to this provision and all other terms and provisions of the Agreement.
- d. The terms and provisions of this Agreement are not severable, and in the event any portion of this Agreement shall be found to be invalid or illegal, then the entire Agreement shall be null and void.
- e. The development approval sought is consistent with the Seminole County Vision 2020 Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.
- f. The Owner of the Property has expressly agreed to be bound by and subject to the development conditions and commitments stated above and have covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the Property.

13. **INTERPRETATION: RELATIONSHIP TO FINAL SITE PLAN AND DEVELOPMENT ORDER**

This Developer's Commitment Agreement is intended to summarize material provisions of the Final Master Plan of the Property approved concurrently herewith by the Board of County Commissioners of Seminole County. In the event of an inconsistency between this Developer's Commitment Agreement and the Final Master Plan, the terms and conditions of the Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of the Developer's Commitment Agreement and Development Order Number 05-22000009 07-21700002, the terms of the ~~Developer's Commitment Agreement~~ Development Order Number 07-21700002 shall control.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON D. HENLEY, Chairman

OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, Vantage Point, LLC., on behalf of themselves and their heirs, successors, assigns and transferees of any nature whatsoever and consent to, agree with and covenant to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Agreement.

WITNESSES:

By: _____

Jerry Cutrona
Property Owner

Print Name: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jerry Cutrona, who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2007.

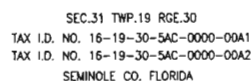
Notary Public, in and for the County and State Aforementioned
My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION

SECTION 21, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY,
FLORIDA

LOT A, ST. JOSEPHS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN
PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA. LESS RIGHT-OF-WAY FOR MONROE ROAD. TOGETHER WITH THE
NORTH ½ OF VACATED STREET ON SOUTH, PER OFFICIAL RECORDS BOOK
1304, PAGE 686.

EXHIBIT "B"
REVISED FINAL SITE PLAN



EXCLUDED SITE USES:

AERONAUTIC SALES
CAR WASH
HOTELS AND MOTELS
MOBILE HOME AND RECREATIONAL VEHICLE SALES
PAINT AND BODY SHOPS
THEATERS
SERVICE VEHICLES
CHANGES IN USES THAT AFFECT THE MIN. PERMITS REQUIREMENTS
ANY REQUIRED ACCORDING, PERMITTING OR AN ADDENDUM TO THIS PC

LEGAL DESCRIPTION

SECTION 21, TOWNSHIP 18 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA

REAL PROPERTY DESCRIPTION

LOT 4, ST. JOSEPH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 116 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND BEING 27-1/2 ACRES OF LAND, TOGETHER WITH THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, FOR THE PLAT THEREOF, BEING 1200 ACRES, MORE OR LESS, AS SHOWN ON THE PLAT THEREOF, AND THE PLAT THEREOF, BEING 1200 ACRES, MORE OR LESS, AS SHOWN ON THE PLAT THEREOF.

[illegible]

PROJECT DATA:

- 1. SITE AREA: 406,811 S.F. (9.36 AC.) (100%)
- 2. AREA TO BE DEDICATED TO SCHOOL USE FOR FRONT OF MAP = 12,376 S.F.
- 3. TOTAL SCHOOL SITE AREA: 394,435 S.F. (9.06 AC.) (97%)
- 4. BLACK FOOTPRINT AREA: 100,000 S.F. (2.28 AC.) (24%)
- 5. BLACK PAVEMENT AREA: 100,000 S.F. (2.28 AC.) (24%)
- 6. BLACK FLOOR AREA: 100,000 S.F.
- 7. PARKING AREA: 176,296 S.F. (4.00 AC.) (43%)
- 8. TOTAL IMPERVIOUS AREA: 276,486 S.F. (6.34 AC.) (68%)
- 9. NET RETENTION POND AREA: 19,600 S.F. (0.45 AC.) (5%)
- 10. VETLAND AREA: 21,494 S.F. (0.472 AC.) (5%)
- 11. POND AREA: 196,115 S.F. (4.48 AC.) (48%)
- 12. NET PARKING: (SEE TECHNICAL BUILDING PAGE)

SPACING DIMENSIONS:

TOTAL REQUIRED PARKING = 263 SPACES
TOTAL PROVIDED PARKING = 268 SPACES

PROJECT SUMMARY:

- 1. REQUEST TO RE-OPEN APPLICANT, B.O. MC, FROM A-1 TO FID FOR UNDERGROUND AND OFFICE USE.
- 2. APPLICANT: JERRY COTTON COMPANY, INC. LLC
1120 WOODBURY AVE.
CITY CENTER, APT. 203
NEW YORK, NY 10038-3273
PHONE: 212-775-1530
FAX: 212-775-1540
E-MAIL: jerry@jerrycotton.com
- 3. PROJECT NAME: MANHATTAN POINT COMMERCIAL
- 4. PROJECT ADDRESS: 570 MANHATTAN ROAD
- 5. CURRENT USE: LANDSCAPE MAINTENANCE
- 6. MAINTENANCE & MANAGEMENT OF COMMON AREAS TO BE BY THE LANDSCAPE MAINTENANCE, LLC
- 7. FUEL PROTECTION BY ON-SITE FIRE HYDRANTS WITH SPRINKLER
- 8. LANDSCAPING TO BE ON EXISTING SIDEWALK SIDEWALK
USE REPAIR AND MAINTENANCE (200000000)
- 9. DISTINGUISHING (200000000) OF REMAIN UNDISTURBED
- 10. ALL BUILDING EQUIPMENT TO BE SAVED FROM WORKMAN ROAD
- 11. MAINTAINING HOISTS NOT TO EXCEED 35'
- 12. ON JOINT LIGHT POLES EXISTENT NOT TO EXCEED 35'
- 13. JOINT ADJUST EQUIPMENT TO NORTH ADJACENT
- 14. MAINTAINING

INTENDED USE OF DEVELOPMENT:
BUILDINGS 1, 2 AND 3 TO BE A LIGHT INDUSTRIAL, OFFICE
WAREHOUSE (FLEX SPACE) WITH MULTIPLE TENANTS.
BUILDING 4 TO BE NEW FACILITIES FOR GENERAL WORKS, LLC
A ROOFING AND SHEET METAL COMPANY.

PROPOSED BUILDING SETBACKS

FRONT:	25 FEET
REAR:	10 FEET
SIDE:	10 FEET

[illegible]

DATE: 4-23-20

PROJECT NO. 19-034

REVISIONS

NO.	DATE	REVISION
1	7/7/97	ISSUED FOR PERMITS
2	1/6/97	FOR CHANGING SLOPE
3	1/17/97	FOR INTERESTED PARTIES
4	4/28/97	FOR INTERESTED PARTIES
5	5/17/97	FOR INTERESTED PARTIES
6	7/17/97	FOR INTERESTED PARTIES
7	1/1/98	FOR INTERESTED PARTIES
8	1/1/98	FOR INTERESTED PARTIES
9	1/1/98	FOR INTERESTED PARTIES
10	1/1/98	FOR INTERESTED PARTIES
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98	1/1/98	FOR INTERESTED PARTIES
99	1/1/98	FOR INTERESTED PARTIES
100	1/1/98	FOR INTERESTED PARTIES

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE PCD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION THE PCD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled "Vantage Point PCD Major Amendment."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from PCD (Planned Commercial Development) to PCD (Planned Commercial Development):

SEE ATTACHED EXHIBIT "A"

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon the date of filing with the Department and recording of Development Order # 07-21700002.

ENACTED this 13th day of October 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Carlton D. Henley
Chairman

EXHIBIT "A"
LEGAL DESCRIPTION

SECTION 21, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA

LOT A, ST. JOSEPHS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. LESS RIGHT-OF-WAY FOR MONROE ROAD. TOGETHER WITH THE NORTH ½ OF VACATED STREET ON SOUTH, PER OFFICIAL RECORDS BOOK 1304, PAGE 686.

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On November 13, 2007, Seminole County issued this Denial Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

Property Owner(s): Vantage Point Properties, LLC

Project Name: Vantage Point PCD Major Amendment

Requested Development Approval: The applicant is requesting a Major Amendment to the Vantage Point PCD.

The Board of County Commissioners has determined that the request for a Major Amendment to the Vantage Point PCD is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Vantage Point PCD Major Amendment" and all evidence submitted at the public hearing on November 13, 2007, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested PCD Major Amendment should be denied.

ORDER**NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

The aforementioned application for development approval is **DENIED**.

Done and Ordered on the date first written above.

**SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Carlton D. Henley, Chairman

EXHIBIT "A"
LEGAL DESCRIPTION:

SECTION 21, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY,
FLORIDA

LOT A, ST. JOSEPHS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN
PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA. LESS RIGHT-OF-WAY FOR MONROE ROAD. TOGETHER WITH THE
NORTH ½ OF VACATED STREET ON SOUTH, PER OFFICIAL RECORDS BOOK
1304, PAGE 686.

FILE # Z2005-051

DEVELOPMENT ORDER # 5-20500009

SEMINOLE COUNTY DEVELOPMENT
ORDER

On December 20, 2005, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: JESSE S. HAYS

Project Name: VANTAGE POINT

Requested Development Approval: Rezoning from A-1 (Agriculture) zoning classification to PCD (Planned Commercial Development) zoning classification

The Development Approval sought is consistent with the Seminole County Vision 2020 Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: BRIAN NELSON
1101 East First Street
Sanford, Florida 32771

BK 330 Pg 1216.1

2006038237

MARYANNE MORSE, CLERK OF CIRCUIT COURT RETURN TO SANDY MCCANN 06152 Pgs 1753 - 1757; (5pgs) RECD 03/09/2006 09:17:06 AM
REC FEES 44.00, RECD BY L Woodley

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The aforementioned application for development approval is **GRANTED**.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

- a. Allowable uses shall be those described in the C-3 Zoning District, excluding the following:

Automobile sales
Car wash
Hotels and motels
Mobile homes and recreational vehicle sales
Paint and body shops
Theaters
Service stations

Changes in uses that affect the minimum parking requirements may require additional parking or require an amendment to this PCD.

- b. The developer shall comply with all active/passive buffer requirements as outlined in Section 30.1232 of the Land Development Code.
- c. Use of the outdoor storage area shall only be allowed for the tenant of Building "2". Outdoor storage for Building "2" shall not allow storage of materials within parking spaces or driveway aisles. A 6-foot chain link fence shall surround this area. This area shall be screened, landscaped, and irrigated so as not to be seen from Monroe Road or adjacent properties. The stacking of stored material in this area shall not exceed 6 feet in height.
- d. Total floor area shall be 100,000 square feet and shall be limited as follows:

<i>Building</i>	<i>Office</i>	<i>Warehouse</i>
#1 and #2	17,200 s.f.	34,800 s.f.
#3 and #4	14,400 s.f.	33,600 s.f.
Totals	31,600 s.f.	68,400 s.f.

Any increase in office area shall require a minor amendment to the PCD to ensure adequate parking on the site.

- e. Required building and accessory setbacks shall be 25 feet from Monroe Road and 10 feet from all other property lines.
- f. Maximum building height shall be 35 feet.
- g. The developer shall amenitize retention areas to be counted toward open space requirements per Section 30.1344 of the Land Development Code, with no fencing

- of the pond permitted. Amenities shall be consistent with light industry facilities such as picnic tables and additional landscaping around the retention area.
- h. Outdoor lighting shall consist of cutoff-shoebox style fixtures and shall be limited to 16 feet in height, and no more than 0.5 foot-candles in intensity at the property lines.
 - j. The developer shall dedicate additional right-of-way along the property frontage on Monroe Road. Right-of-way required for the dedication will vary from approximately 20-feet on the south end of the parcel to 33-feet on the north end and will be verified at Final Site Plan approval.
 - k. Per Chapter 30.1233 (d) of the Land Development Code, the developer shall establish, if feasible, a cross-access easement with the parcel immediately north of the subject property to provide for internal connection between the two parcels and minimize the need for additional curb-cuts along Monroe Road.

(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

(6) This Development Order shall control in the event of any conflict between the terms and conditions of the development order and the terms, conditions, or notes of any site plan or master site plan.

Done and Ordered on the date first written above.

By: _____

Carlton D. Henley
Carlton D. Henley
Chairman
Board of County Commissioners

FILE #

Z2005-051

DEVELOPMENT ORDER # 5-20500009

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Vantage Point Properties, L.L.C., on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Kathleen D. Alamo
Witness

Kathleen D. Alamo

Print Name

By: Jerry Cutrona

By: Jerry Cutrona

Vantage Point Properties, L.L.C.

STATE OF FLORIDA

COUNTY OF SEMINOLE

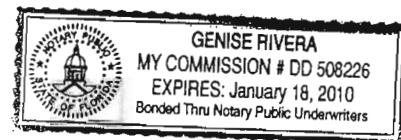
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jesse S. Hays, who is personally known to me or who has produced _____ as identification and who did execute the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of February, 2008.

Genise Rivera

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:



FILE # Z2005-051

DEVELOPMENT ORDER # 5-20500009

EXHIBIT A

LEGAL DESCRIPTION

SECTION 21, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA

LOT A, ST. JOSEPHS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. LESS RIGHT-OF-WAY FOR MONROE ROAD. TOGETHER WITH THE NORTH ½ OF VACATED STREET ON SOUTH, PER OFFICIAL RECORDS BOOK 1304, PAGE 686.

**VANTAGE POINT PCD FINAL SITE PLAN
DEVELOPER'S COMMITMENTS, CLASSIFICATIONS AND DISTRICT
DESCRIPTION**

On August 22, 2006 the Board of County Commissioners of Seminole County, Florida issued this Developer's Commitment Agreement relating to and touching and concerning the following described property:

1. Legal Description

See attached Exhibit A (the Property).

(The aforementioned legal description has been provided to Seminole County by the Owner of the Property.)

The Final PCD Site Plan, a reduced copy of which is attached hereto as Exhibit B (the Final Site Plan) has been approved by the Board of County Commissioners of Seminole County concurrently with the approval of this Developer's Commitment Agreement.

2. PROPERTY OWNERS

The Property owner is: Vantage Point Properties, LLC

3. STATEMENT OF BASIC FACTS

Total Acreage: 9.38 ± acres

Zoning: P.C.D.

Number of Lots: N/A

4. LAND USE BREAKDOWN

<u>TRACT</u>	<u>LAND USE</u>	<u>AREA (ACRES)</u>	<u>PERCENT</u>
A	ROAD RIGHT-OF-WAY	0.284 AC	3.02%
B	OPEN SPACE/ LANDSCAPE BUFFER	2.193 AC	23.38%
C	RETENTION/OPEN SPACE	0.661 AC	7.05%
D	BUILDINGS (4)	2.296 AC	24.48%
E	PAVEMENT	3.946 AC	42.07%
	TOTAL AREA	9.38 AC	100.00%

11/08/06 10:27:57 AM
MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06387 Pgs 1944 - 1952; (9pgs)
CLERK'S # 2006139332
RECORDED 08/29/2006 10:27:57 AM
RECORDING FEES 78.00
RECORDED BY G Harford

RETURN TO SANDY McCANN

BK 339PG0816

5. OPEN SPACE CALCULATIONS

Open Space shall be provided as required per the Seminole County Land Development Code, at a minimum of 25% in the form of upland and wetland conservation areas, and common recreational areas throughout the entire site. Open space (as listed below) is achieved through active recreation, passive recreation, and other green space.

Total Land Area: acres= 9.096 AC
Open Space Required: acres= 25% = 2.274 AC
Open Space Provided: acres= 31.38% = 2.854 AC

6. BUILDING SETBACKS

Minimum Building Setbacks (from the exterior boundaries of the development):

West 25'
South 10'
North 10'
East: (adjacent to Monroe Road) 25'

7. PERMITTED USES

The uses permitted on the property are those described in the C-3 Zoning District, excluding automobile sales, car wash, hotels and motels, mobile homes and recreational vehicle sales, paint and body shops, theaters and service stations.

8. LANDSCAPE & BUFFER CRITERIA (along property boundaries)

- a. West: 5'
- b. East: 15'
- c. South: 5'
- d. North: 5'

9. Total floor area shall be 100,000 square feet and shall be limited as follows:

<i>Building</i>	<i>Office</i>	<i>Warehouse</i>
#1 and #2	17,200 s.f.	34,800 s.f.
#3 and #4	14,400 s.f.	33,600 s.f.
Totals	31,600 s.f.	68,400 s.f.

Any increase in office area shall require a minor amendment to the PCD to ensure adequate parking on the site.

10. **DEVELOPMENT COMMITMENTS**

The following conditions shall apply to the development of the Property:

- a. All construction to be done according to County approved site plans.
- b. A left turn lane on Monroe Road is required to be constructed by Vantage Point Properties, LLC; unless Monroe Road improvements have commenced by Seminole County, then no improvements to Monroe Road will be required by Vantage Point Properties, LLC.

11. **PUBLIC FACILITIES**

The Owners have received the Notice of Concurrency Review Test Results, Application Number **05-20500009**, dated **September 30, 2005**, evidencing that all Concurrency Review Requirements as provided by Chapter 10, Seminole County Land Development Code, have been satisfied. Among the conditions relating to concurrency public facilities are the following:

WATER:

Water service shall be provided by Seminole County. Design of lines and fire hydrants shall conform to all Seminole County and Florida Department of Environmental Protection Standards.

SANITARY SEWER:

Central sanitary sewer shall be provided by Seminole County. Design of lines and pump stations shall conform to all Seminole County and Department of Environmental Protection Standards.

STORM DRAINAGE:

Storm water drainage treatment and storage for pre-post conditions are to be provided on-site according to Seminole County and the St. Johns River Water Management District ERP regulations.

FIRE PROTECTION:

Fire protection shall be provided by Seminole County. Fire hydrant shall be located according to Seminole County regulations.

12. **STANDARD COMMITMENTS**

- a. Unless specifically addressed otherwise herein, all development shall fully comply with all of the codes and ordinances, including the impact fee ordinance, in effect in Seminole County at the time of permit issuance.

- b. The conditions upon which the Developer's Commitment Agreement and related commitments are made are accepted by and agreed to by the Owner of the Property.
- c. This Agreement touches and concerns the Property, and the conditions, commitments and provisions of the Agreement shall perpetually burden, run with, and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The Owner of the property has expressly covenanted and agreed to this provision and all other terms and provisions of the Agreement.
- d. The terms and provisions of this Agreement are not severable, and in the event any portion of this Agreement shall be found to be invalid or illegal, then the entire Agreement shall be null and void.
- e. The development approval sought is consistent with the Seminole County Vision 2020 Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.
- f. The Owner of the Property has expressly agreed to be bound by and subject to the development conditions and commitments stated above and have covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the Property.

13. **INTERPRETATION: RELATIONSHIP TO FINAL MASTER PLAN AND DEVELOPMENT ORDER**

This Developer's Commitment Agreement is intended to summarize material provisions of the Final Master Plan of the Property approved concurrently herewith by the Board of County Commissioners of Seminole County. In the event of an inconsistency between this Developer's Commitment Agreement and the Final Master Plan, the terms and conditions of the Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of the Developer's Commitment Agreement and Development Order Number 05-22000009, the terms of the Developer's Commitment Agreement shall control.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

ATTEST

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:


CARLTON D. HENLEY, Chairman

BK 339PG0820

OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, Vantage Point, LLC., on behalf of themselves and their heirs, successors, assigns and transferees of any nature whatsoever and consent to, agree with and covenant to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Agreement.

WITNESSES:

SSS

By: Jerry Cutrona
Jerry Cutrona
Property Owner

Print Name: Stephanie F. Snyder

Chris Bays

Print Name: Chris Bays

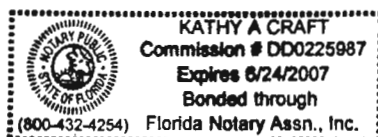
STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jerry Cutrona, who is personally known to me or ~~who has produced~~ _____ as ~~identification~~ and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of August, 2006.

Kathy A. Craft
Notary Public, in and for the County and State Aforementioned
My Commission Expires:



BK 339PG0821

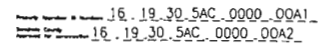
EXHIBIT A

LEGAL DESCRIPTION

SECTION 21, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY,
FLORIDA

LOT A, ST. JOSEPHS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN
PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA. LESS RIGHT-OF-WAY FOR MONROE ROAD. TOGETHER WITH THE
NORTH ½ OF VACATED STREET ON SOUTH, PER OFFICIAL RECORDS BOOK
1304, PAGE 686.

(MONROE COMMERCE CENTER)



NOTE: MAXIMUM OFFICE AREA FOR BUILDINGS 1,2 AND 3 SHALL NOT EXCEED 30% OF THE TOTAL BUILDING AREA.

(MONROE COMMERCE CENTER)



SCALE: 1" = 40'

A~1

____ R/W LINE FOR SOMERSET
COUNTY TAX ASSESSOR

— R/R LINE FOR SQUAD
COUNTY RIGHT-OF-WAY
DEPARTMENT RECORDS
(ADDITIONAL R.O.W. TO BE DEDICATED TO NEW CO.)

PROJECT DATA:

1. SITE AREA: 406,812 S.F. (9.38 AC.) (10083)
 2. AREA TO BE DEDICATED TO SCHOOL: 60,000 S.F. (BOYD OF 1.376 SF)
 3. NET SITE AREA: 346,812 S.F. (7.906 AC.) (10082)
 4. BLDG. AREA: 100,000 S.F. (2.28 AC.) (2357)
 5. PARKING AREA: 111,688 S.F. (2.56 AC.) (185)
 6. TOTAL AMBULANCE AREA: 271,888 S.F. (6.242 AC.) (185)
 7. NET RETENTION POND AREA: 118,850 S.F. (2.704 AC.) (185)
 8. VEHICLE AREA: 21,604 S.F. (0.492 AC.) (185)
 9. GROSS AREA: 104,048 S.F. (2.388 AC.) (2775)
 10. REG. PAVING: (SEE INDIVIDUAL PAVING SCHEDULES)
 PAVING SUMMARY:
 TOTAL REQUIRED PAVING = 241 SPACES
 TOTAL PROVIDED PAVING = 241 SPACES

PROJECT SUMMARY:

1. REQUEST TO RE-ENGINE APPROPRIATE 0.38 AC. FROM A-1 TO PGD FOR WARDHOUSE AND OFFICE USE.
2. APPLICANT: JERRY COUCHMAN, OWNER
VANTAGE POINT PROPERTIES, LLC
1120 WILCOXEN AVE.
GASTON, SC 29713
PHONE: 364-775-8120
FAX: 364-775-1240
E-MAIL: jerrycouchman@vantagepointllc.com
3. PROJECT NAME: VANTAGE POINT COVANCEMENT CENTER
4. PROJECT ADDRESS: 970 HAWKROD ROAD
5. CURRENT USE: LANDSCAPE MAINTENANCE
6. MAINTENANCE & MANAGEMENT OF COMMON AREAS TO BE BY MAJOR PROPERTIES
7. TREE PROTECTION BY ON-SITE TREE APPROPRIATE WITH SPANNERS.
8. LANDSCAPING TO MEET OR EXCEED REMOTE COUNTY LOC. REQUIREMENTS (SEE 381.1502)(X)(2)
9. EXISTING VEGETATION (0.384 AC.) TO REMAIN UNDISTURBED
10. ALL MECHANICAL EQUIPMENT TO BE SCREENED FROM ADJACENT ROAD.
11. BUILDING HEIGHTS NOT TO EXCEED 35'.

INTENDED USE OF DEVELOPMENT:

BUILDING 4 TO BE NEW FACILITIES FOR GENERAL WORKS, LLC
A ROOFING AND SHEET METAL COMPANY.

PROPOSED BUILDING SETBACKS:

FRONT:	25	FEET
REAR:	25	FEET
SIDE:	10	FEET

Property Acquisition @ Month: 16 - 19 30 SAC 0000 OOA1
 Savings Query: 16 - 19 30 SAC 0000 OOA2

AMERICAN CIVIL
ENGINEERING CO.

VANTAGE POINT

NOTE:

OWEN L. MONTGOMERY, JR., P.E.
STATE OF FLORIDA
REG. NO. 28308

4 of 23

**MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY
PLANNING AND ZONING COMMISSION**

OCTOBER 3, 2007

Members present: Matthew Brown, Dudley Bates, Ben Tucker, Walt Eismann, Melanie Chase, and Kim Day.

Member absent: Rob Wolf

Also present: Tina Williamson, Acting Planning Manager; Herman Wright, Principal Planner; Austin Watkins, Senior Planner; Jim Potter, Senior Engineer; Kathy Furey-Tran, Assistant County Attorney; and Candace Lindlaw-Hudson, Clerk to the Commission.

Vantage Point PCD Major Amendment; Jerry Cutrona, applicant; 9.38 ± acres; PCD (Planned Commercial Development) Major Amendment; located on the southwest corner of the intersection of Monroe Road and Maronda Way. (Z2007-22)

Commissioner Carey – District 5
Austin Watkins, Senior Planner

Austin Watkins stated that the applicant is requesting a major amendment to the Vantage Point PCD which was approved in 2006 for a total 100,000 square feet of office and warehouse uses. The original development order limited the development to 31,600 square feet of office and 68,400 square feet of warehouse uses. The applicant is requesting to increase the warehouse and office uses to 106,229 square feet and to increase the allocation of office from a maximum of 30% to 50%. The Land Development Code requires parking for 283 vehicles for the proposed uses. The current plans have 286 parking spaces, which satisfies the minimum requirement. The applicant is also seeking to amend a condition of approval that requires shoebox cut off outdoor lighting at 16 feet in height. The applicant would like to go up to 25 feet in height, which is consistent with the County's outdoor lighting requirement. The applicant is also seeking to alter the timing of required changes to CR 15 (Monroe Road). The Developer's Commitment agreement requires that the applicant install a left turn lane on Monroe Road prior to obtaining the certificate of occupancy. The applicant would like to change the timing to allow no more than 18 months from the time of issuance of the certificate of occupancy for the building of the turning lane, unless the County commences work on CR 15, which would void the commitment. The applicant will provide a letter of credit for the road construction. This has been approved by the Seminole County Public Works Department. Also, the applicant would like to remove condition of approval for the cross access easement on the north side of the property. Cross access was not required at the time of final site plan approval due to lack of cross access

easements and traffic circulation concerns. Staff recommends approval of the Vantage Point PCD Major Amendment, revised Preliminary Master Plan, rezoning Ordinance from PCD to PCD, revised and restated Development Order, Final Site Plan, and Revised and Restated Developer's Commitment Agreement.

Commissioner Chase asked about the letter of credit and the building of the turning lane. What remedy does the County have if the lane is not built? Would the County collect the money?

Kathy Furey-Tran agreed.

Commissioner Tucker asked if an equal proportionate amount of right-of-way were taken from both sides of Monroe Road.

Mr. Watkins said that the applicant would be able to respond to that. The applicant dedicated 33 feet on the north end of the parcel and 20 feet on the south end of the parcel.

Jerry Cutrona stated that he concurred with staff findings. Mr. Cutrona said that he did not know what the east side property owners gave for the road widening.

Commissioner Chase asked why the 25-foot lights were requested.

Mr. Cutrona said that 25-foot lights had been installed according to the Code.

No one spoke on the item from the audience.

Commissioner Eismann made a motion to recommend approval of the Vantage Point PCD Major Amendment, revised Preliminary Master Plan, rezoning Ordinance from PCD to PCD, revised and restated Development Order, Final Site Plan, and Revised and Restated Developer's Commitment Agreement.

Commissioner Bates seconded the motion.

The motion passed unanimously (6 – 0).

Respectfully submitted,

Candace Lindlaw-Hudson
Clerk to the Commission